NON-EXCLUSIVE USE LICENSE AGREEMENT

Updated: 2025

Between:

Red Blu Digital Advertising UG, with registered office at Terminalstrasse Mitte 18, 85356 München-Flughafen, Germany, registered in the German Commercial Register

under number HRB 297052, (hereinafter referred to as the **"Licensor"** or **"Red Blu"**)

and

The Company registered on the ScratchScratch platform, as identified through the online registration form,
(hereinafter referred to as the **"Licensee"** or **"Company"**)

WHEREAS:

- Red Blu owns the ScratchScratch platform, which provides promotional visibility to companies through the publication of prizes and campaigns addressed to registered users;
- The Company intends to use the platform to promote its products and services;

IT IS HEREBY AGREED AS FOLLOWS:

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1. PURPOSE OF THE AGREEMENT

Red Blu grants the Company, which accepts, a **non-exclusive, non-transferable license** to use the ScratchScratch platform for publishing promotional content, prizes and offers targeted to registered users.

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2. NON-EXCLUSIVITY

This license is granted on a **non-exclusive** basis. Red Blu may grant similar rights to other companies, including those operating in the same sector or geographic area.

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3. DURATION AND TERMINATION

This license is granted for an **indefinite duration**, unless terminated by either party. The Company may at any time:

- activate or suspend the publication of its Cards and promotional content;

- delete its account entirely from the platform via its control panel.

Red Blu may suspend or revoke the license in the event of:

- improper use of the platform;
- violation of the terms of use;
- request by legal authorities;
- repeated negative reviews from users.

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4. COSTS AND INITIAL CREDIT

Upon registration, the Company receives an **initial free credit of up to 100 clicks**, which can be used to gain promotional visibility. Additional bonuses may also be granted.

Thereafter, the Company may purchase **click packages starting from €10**, directly through the platform.

Each click on the Company incurs a **fixed cost of €0.10**, regardless of any further action by the user. Clicks are automatically recorded and charged when a user clicks on the Company.

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5. PRIZES AND DELIVERY TERMS

The Company agrees to offer **real products or services as prizes** through the game cards.

In the event of a win, the Company is obliged to **deliver the prize within 10 days** of the user's request, according to the delivery method described in the offer.

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6. DATA ACCESS AND MARKETING TOOLS

The Company will have access via back office to:

- the number of clicks received;
- the performance of active campaigns;
- contact details of prize winners (name, email, phone), strictly for prize delivery purposes or, with the user’s consent, for promotional use.

The "Marketing" section allows access to advanced analytics tools and the ability to create **Email Marketing Campaigns** and **Promotional Offers** to be sent via the platform.
Companies may use available leads but are **not permitted to take ownership** of user data.

All promotional communications must comply with the **UK GDPR** and include a clear **opt-out mechanism**.

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7. LIMITATIONS AND LIABILITY

The Company is fully responsible for:

- the accuracy of published content;

- availability of the offered prizes;
- proper and lawful use of the platform.

Red Blu shall not be held liable for:

- failure to deliver prizes by the Company;
- indirect damages or loss of profit resulting from platform use;
- technical outages due to force majeure.

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8. TRADEMARKS AND CONTENT

This Agreement does not grant the Company any ownership rights to the ScratchScratch trademark, which remains the exclusive property of the Licensor.

The Company may use the name and logo **only within the scope of its active campaign on the platform**.

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9. GOVERNING LAW AND JURISDICTION

For companies, this Agreement is governed by **German law**.
Any disputes shall fall under the **exclusive jurisdiction of the Court of Munich, Germany**.

Digitally read, approved and accepted at the time of registration on the platform.

Red Blu Digital Advertising UG
administration@redblu.net